MATERIAL TRANSFER AGREEMENT

Instructions for CRG researchers

Please use this MTA form when a colleague from a university or public research organization requests **proprietary** materials from your lab for non-for-profit, academic and/or teaching research purposes. Do NOT use this form for materials requested by for-profit organizations, or for for-profit uses, or which are subject to patent protection, or if they are already being commercialized by the Technology and Business Development Office ("TBDO").

Fill in the blank fields with as much detail as possible, and forward the MTA form to the colleague requesting the materials for completeness, review and signature as described below. Please ensure first that you agree with the purpose for which the materials have been requested, and that this is duly reflected in the MTA.

Inform your TBDO of any new request of materials by CCing them when you send the form out, using the address CRG_BussinessInnovation@crg.eu.

Do NOT provide the materials until you receive confirmation from the TBDO that the MTA has been duly completed, dated and signed.

Please contact your **TBDO manager** in case of doubt.

Instructions for Non-CRG researchers

Please duly fill in the remaining of the blank fields in the form below, and send the complete document to a responsible person or department at your organization for review and signature.

Confirm the agreement of your organization with the terms and conditions set forth below by having an authorised representative of your organization duly date and sign the Agreement **on each and everypage** (required by Spanish law). Your signature as investigator, or that of your group leader or supervisor is also required.

Please ensure that a fully executed original Agreement is returned to the following address:

Technology and Business Development Office (TBDO)
Centre for Genomic Regulation (CRG)
Doctor Aiguader 88, E-08003 Barcelona, Spain

accompanying it with a letter or similar document indicating the responsible person (with address) to whom the material should be sent, as well as the FEDEX or similar account to be used for the shipment.

In order to speed up the process we can temporarily accept a scanned copy of the complete document, originally dated and signed according to the instructions above, and sent to the attention of the researcher AND the TBDO at CRG_BussinessInnovation@crg.eu. This should however NOT replace the sending of originals via courier or other types of mail.

The terms and conditions of this Agreement have been practice-proven. Please note that any request for modification of the standard terms and conditions will significantly delay the provision of the materials requested.

– TERMS AND CONDITIONS ON THE NEXT PAGE–

MATERIAL TRANSFER AGREEMENT

This Agreement, effective as of (the "Effective Date"), records the terms and conditions under which the PROVIDER and the PROVIDER's SCIENTIST shall make available the MATERIAL to the RECIPIENT and the RECIPIENT's SCIENTIST solely for the PURPOSE, as defined below:

PROVIDER	FUNDACIÓ CENTRE DE REGULACIÓ GENÒMICA (CRG) C/ Doctor Aiguader 88 E-08003 Barcelona, Spain
PROVIDER SCIENTIST	
RECIPIENT	
RECIPIENT SCIENTIST	
MATERIAL	
PURPOSE	

For the avoidance of doubt, the term MATERIAL includes the ORIGINAL MATERIAL specified above as well as any ASSOCIATED MATERIAL (including the medium in which the MATERIAL is provided), PROGENY (i.e. unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism) and UNMODIFIED DERIVATIVES (i.e. substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL, such as subclones of unmodified cell lines, purified or fractionated subsets of the original MATERIAL such as plasmids or vectors, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line).

The MATERIAL shall not include MODIFICATIONS (i.e. substances created by the RECIPIENT which contain/incorporate the MATERIAL), or other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

1. Provision and Use of the Material

1.1. The PROVIDER shall supply the MATERIAL to the RECIPIENT as soon as reasonably possible after the execution of this Agreement. Once delivery of the MATERIAL has been made, any risk related to the MATERIAL shall be transferred to the RECIPIENT, who shall be responsible for its use, storage and, given the case, disposal, always subject to the laws and regulations applicable to the case.

1.2. The MATERIAL is provided at no cost, other than a transmittal fee solely to reimburse the PROVIDER for its handling and shipment costs. If a fee is requested by the PROVIDER, the amount will be indicated in a separate document.

1.3. The Recipient shall use the MATERIAL in compliance with all laws and regulations applicable to such MATERIAL in the RECIPIENT place and country, including guidelines for work with animals or with recombinant DNA. The Material being experimental in nature must not be used in humans or animals unless -where applicable- explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.

1.4. The RECIPIENT agrees that the MATERIAL: (a) is to be used solely for the PURPOSE, in teaching and academic research, being expressly prohibited any kind of commercial or profit-generating purpose, and the conduct of research that is subject to consulting, licensing or other similar legal, or commercial obligations to another institution, corporation or business entity without an appropriate license or other prior written permission from the PROVIDER; (b) will not be used in, or administered to human subjects, or used in clinical trials, or for diagnostic purposes involving human subjects, or as food for humans or animals, or for screening purposes without the prior written consent of the PROVIDER; (c) is to be used only at the RECIPIENT's organization, and only by the RECIPIENT's SCIENTIST and staff under his/her direct supervision who are bound by obligations not less strict than those set out herein; and (d) will not be used, analysed, modified, fractionated, bred or replicated other than necessary for the PURPOSE without the prior written consent of the PROVIDER.

1.5. The RECIPIENT agrees to refer to the PROVIDER any request for MATERIAL from anyone other than those persons working under the RECIPIENT's SCIENTIST's direct supervision, including other scientists within the RECIPIENT's organization. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate agreement to be entered into by PROVIDER having terms consistent with the terms of this Agreement, to other scientists (at least those at non-profit organizations) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

1.6. The RECIPIENT shall have the right to distribute substances created through the use of the MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS of the same. Under a separate agreement at least as protective of the PROVIDER's rights as this one, the RECIPIENT may distribute MODIFICATIONS to not-for-profit organizations for research and teaching purposes only, subject to the acknowledgment of the identity of the PROVIDER of the MATERIAL contained in MODIFICATIONS to the new not-for-profit organization.

1.7. After conclusion of the studies with the MATERIAL in relation to the PURPOSE, or at the expiry or termination of this Agreement, whichever occurs first, the RECIPIENT shall, at the discretion of the PROVIDER, either destroy or return to the PROVIDER the remaining MATERIAL. Upon request, the RECIPIENT shall also inform the PROVIDER in written on the status of its research.

2. Confidentiality

2.1. The RECIPIENT shall keep confidential any and all of the information received and relating to the MATERIAL, and shall not disclose it to any third party, unless with the prior and written consent of the PROVIDER.

2.2. The RECIPIENT warrants that all its employees shall be obliged to maintain the confidentiality of such information received and relating to the MATERIAL, and to use it only in accordance with the provisions of this Agreement, and shall use all reasonable endeavours to avoid and act against non-compliance by its employees.

2.3. The confidentiality obligations hereinabove mentioned shall not apply to any information that:

a) can be demonstrated to have been in the public domain as of the Effective Date of this Agreement, or legitimately comes into the public domain through no fault of the RECIPIENT;

b) can be demonstrated to have been known to the RECIPIENT prior to the Effective Date of this Agreement and was not acquired, directly or indirectly, from the PROVIDER, or from a third party under a continuing obligation of confidentiality;

c) can be demonstrated to have been rightfully received by the RECIPIENT after disclosure under this Agreement from a third party who did not require same to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from the PROVIDER under a continuing obligation of confidentiality;

d) can be demonstrated to have been independently developed by personnel of the RECIPIENT who had no substantive knowledge of any information provided by the PROVIDER; or

e) It is required to be disclosed pursuant to law or court order or court decision or arbitration award, provided that the RECIPIENT serves prior notice of such to the PROVIDER prior to disclosure, and provides sufficient time to the PROVIDER to assert any exclusions or privileges that may be available by law, or seek a protective order or other remedy. In any event, the RECIPIENT shall disclose only that portion of the information that is legally required to be disclosed, and will exercise reasonable efforts to ensure that any information so disclosed will be accorded confidential treatment by the court or arbitrator through protective orders, filings under seal, and other appropriate means.

2.4. The obligations assumed under this clause shall remain in full force and effect not only during the term of this Agreement, but also for a term of five (5) years after the expiry or termination of this Agreement.

3. Intellectual and Industrial Property

3.1. The MATERIAL and related information is and shall remain the sole property of the PROVIDER. Nothing in this Agreement shall be deemed to grant the RECIPIENT any rights under any intellectual and industrial property rights owned or controlled by the PROVIDER, nor any rights to use the MATERIAL for purposes other than the ones described herein.

3.2. Where the research involving the MATERIAL or a MODIFICATION results in an invention or patentable MODIFICATION of the MATERIAL, the RECIPIENT and the RECIPIENT SCIENTIST shall promptly disclose this development to the PROVIDER and the PROVIDER SCIENTIST. The RECIPIENT and the PROVIDER shall decide jointly about inventorship, taking in due consideration the PROVIDER's contribution to the invention through its MATERIAL. Decisions about all further proceedings, such as filing of a patent application or exploitation, shall be made jointly by the RECIPIENT and the PROVIDER after inventorship is determined.

3.6. At the PROVIDER's request, the RECIPIENT agrees to provide the PROVIDER, for its internal research use and teaching purposes, with reasonable quantities of published materials developed, made or discovered in the course of the RECIPIENT's research studies using the MATERIAL, provided that the RECIPIENT may fulfil this obligation with reasonable effort. Such transfer shall be free of charge, but the RECIPIENT may charge an appropriate handling/shipping fee.

3.7. The RECIPIENT shall not attempt to reverse engineer, develop, disassemble, manipulate, replicate, or otherwise perform analyses directed or intended at learning the methodology, components, formulae, processes or other information pertaining to the make-up or production of the MATERIAL, unless with the prior express authorisation in writing of the PROVIDER. If so authorized, the RECIPIENT shall furnish copies of any such analyses to the PROVIDER, and the RECIPIENT shall make no further use thereof, except as previously agreed in writing with the PROVIDER.

4. Publications

4.1. This Agreement shall not prevent or delay the publication of research findings resulting from the use of the MATERIAL, provided that the RECIPIENT does not include in any oral presentation or written publication any information identified as confidential by the PROVIDER without its prior written consent.

4.2. The RECIPIENT must provide appropriate acknowledgement of the PROVIDER in any publication, either naming the PROVIDER's SCIENTIST/s as co-authors or citing them as the source of the MATERIAL, and must forward a pre-print copy of the publication to the PROVIDER's SCIENTIST.

5. Warranties and Liability

5.1. The MATERIAL is understood to be experimental in nature. It may have hazardous properties. The PROVIDER makes no representations and extends no warranties of any kind, express or implied, as to the fitness of the MATERIAL for a particular purpose, or that use of the MATERIAL will not pose a health safety risk, or that the use of the MATERIAL will not infringe any patent, copyright, trademark, or other proprietary rights of a third party. The PROVIDER is under no obligation to obtain or provide licenses that may be required for the use of the MATERIAL by the RECIPIENT.

5.2. The RECIPIENT assumes all and any liability for damages which may arise from the use, storage or disposal of the MATERIAL by the RECIPIENT. The RECIPIENT shall hold harmless the PROVIDER and the PROVIDER's SCIENTIST/s for any loss, claim or demand, which could be raised by the RECIPIENT, or made against the RECIPIENT by any other party, due to, or arising from, the use of the MATERIAL by the RECIPIENT, except to the extent caused by the gross negligence or wilful misconduct of the PROVIDER.

6. Term and Termination

6.1. This Agreement shall enter into force on the Effective Date and shall automatically terminate without prior notice by any of the Parties on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, though reagent catalogs or public depositories, or (b) on completion of the RECIPIENT's current research with the MATERIAL for the PURPOSE provided that (i) if termination should occur under (a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and (ii) if termination should occur under (b) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this Agreement as they apply to MODIFICATIONS.

6.2. In addition to Clause 6.1 above, this Agreement will also terminate on thirty (30) days written notice by either party to the other, provided that in the event the PROVIDER terminates this Agreement under this Clause 6.2 other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress.

6.3 Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS. 6.4.

Notwithstanding Clause 6.1 above, in the event the MATERIAL or part of it has been under the physical control of the RECIPIENT before the Effective Date of this Agreement, the terms and provisions of this Agreement shall apply to this MATERIAL retroactively.

6.5 The Clauses 2, 3, 4, and 5, concerning Confidentiality, Intellectual and Industrial Property, Publications, Warranties and Liability, respectively, shall survive this expiration or termination.

7. Miscellaneous

7.1. The Agreement may not be changed, modified, or discharged, in whole or in part, except by a subsequent agreement in writing signed by authorized representatives of CRG and the RECIPIENT.

8. Governing Law and Competent Jurisdiction

8.1. This Agreement shall be construed according to the laws of Spain, except its provision on conflicts of law.

8.2. Any dispute arising from the interpretation and/or implementation of this Agreement, which cannot be settled amicably, shall be brought before a competent court of the city of Barcelona, Spain.

To confirm agreement with the above terms, please have this Agreement duly dated and signed below, and in each and every page (required by Spanish law) by an authorised representative of your institution. The signature and date of signature of the investigator is also required.

Please return the signed original to Technology and Business Development Office, Fundació Centre de Regulació Genòmica (CRG), Doctor Aiguader 88, E-08003 Barcelona, Spain, indicating in your accompanying letter the responsible person (with address) to whom the Material should be sent.

Accepted by:

ON BEHALF OF RECIPIENT:	RECIPIENT's SCIENTIST:
Name:	Name:
Title:	Title:
Date:	Date: